

AGREEMENT FOR SANITARY LANDFILL PRIVILEGES

TAB 16

157405

This Agreement made and entered into as of January 1, 1975, by and between SAUGET & CO., a Delaware Corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and EDWIN COOPER, INC., a Delaware Corporation which is authorized to transact business in Illinois.

WITNESSETH THAT:

WHEREAS, Cooper operates a chemical industry situated in Sauget Village, Centreville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Cooper on Sauget's Sanitary Landfill upon the terms and conditions hereinafter set out.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To operate said Sanitary Landfill, located on property leased from Union Electric Company North of Monsanto Avenue and East of the Corps of Engineers Levee between the GM & O Terminal RR Track.
- b. To permit Cooper, through its employees, agents, or independent contractors, to haul to said Sanitary Landfill any or all refuse resulting from the normal operations at Cooper's Chemical plant. Agents or independent contractors are subject to approval by Sauget, which approval shall not be unreasonably withheld.

- c. To operate said Sanitary Landfill in accordance with the Illinois EPA Rules and Regulations and the operating permit issued to Sauget & Co. (#1973-2) on January 11, 1973 by the Illinois EPA.
- d. To allow contractors performing work for Cooper at its Sauget Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Cooper identifying the contractor, the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Cooper in writing of such cancellation.
- e. To permit the unloading of the refuse which Cooper or its contractors hauls to the Sanitary Landfill on a seven (7) day per week basis, including Holidays, only between the hours of 8:00 a.m. and 4:30 p.m. At all other times the Sanitary Landfill will be closed and padlocked.
- f. To maintain the Sanitary Landfill at all times in such condition as to allow the refuse to be freely unloaded without delay.

- g. To maintain at all times during the hours stated above access for trucks to dump from the nearest improved road.
- h. To hold Cooper harmless from and indemnify Cooper against any and all liability, loss or expense that may arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said Sanitary Landfill from materials deposited therein or from Cooper's use thereof.
- i. To treat as Cooper's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Cooper's plans, programs, plants processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or its employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work without in each instance securing the prior written consent of Cooper. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:
 - 1. has been published and has become part of the public domain other than by acts of omissions

of Sauget or its employees.

2. has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
3. was in Sauget's possession at the time it entered into this Agreement and which was not acquired by Sauget directly or indirectly from Cooper, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of its employees (and only to those directly connected with the performing of the work) and shall also, upon request by Cooper, cause such persons involved in the work on Sauget's behalf as Cooper designates to sign individual secrecy agreements in a form satisfactory to Cooper.

2. Cooper agrees as follows:

- a. To pay to Sauget at the end of each month during the balance of the year 1975 the sum of Five Thousand Six Hundred Fifty Four Dollars (\$5,654.00). Sauget to invoice for this amount monthly.
- b. All dumping at said Sanitary Landfill by Cooper and by its contractors shall be in conformity with any and all rules and regulations applicable to said Sanitary Landfill whether promulgated by Sauget or otherwise.

3. This Agreement shall commence with the date set forth

at its beginning and shall continue for a period of twelve (12) months. However, in the event that compliance with this agreement is prohibited by the Illinois Environmental Protection Agency either party may terminate on giving the other party at least thirty (30) days written notice.

4. Should this Agreement be terminated prior to December 31, 1975, then payment shall be prorated on the basis of Five Thousand Six Hundred Fifty Four Dollars (\$5,654.00) per month.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

EDWIN COOPER, INC.

SAUGET & CO.

By

DEP BUC
Ronald J. Long
Title V. P.

Title

Witness

Peggy Bissel

By

Paul Saugat
Title President

Title

Witness

Betty J. Long